

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

In re:	)	
	)	Case No: 3:19-bk-1971
CAPSTONE PEDIATRICS, PLLC,	)	Chapter 11
	)	Judge Randal S. Mashburn
Debtor.	)	

**NOTICE OF ASSUMPTION AND ASSIGNMENT  
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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**PLEASE TAKE NOTICE** that on May 19, 2020, the above-captioned debtor (the “Debtor”), by and through its undersigned counsel filed the EXPEDITED MOTION FOR ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF THE DEBTOR’S ASSETS, (II) SCHEDULING BID DEADLINES, AN AUCTION AND SALE, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING CONTRACT ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) EXTENDING POST-PETITION PRIMING LIEN, DETERMINING CLAIM AND LIEN PRIORITY IN SALE PROCEEDS, AND DIRECTING DISBURSEMENT OF SALE PROCEEDS AND (VI) GRANTING RELATED RELIEF (the “Sale Motion”).<sup>1</sup>

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**PLEASE TAKE FURTHER NOTICE** that under the Sale Motion, the Debtor seeks authority to, among other things, assume and assign certain executory contracts and unexpired leases (the “Assumed Contracts”) under section 365 of the Bankruptcy Code.

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**PLEASE TAKE FURTHER NOTICE** that on May \_\_, 2020, the United States Bankruptcy Court for the Middle District of Tennessee (the “Bankruptcy Court”) entered the *EXPEDITED ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF THE DEBTOR’S ASSETS, (II) SCHEDULING BID DEADLINES, AN AUCTION AND SALE, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (V) APPROVING CONTRACT ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (VI) GRANTING RELATED RELIEF* (Dkt. No. \_\_\_\_\_) (the “Bidding Procedures Order”).

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**PLEASE TAKE FURTHER NOTICE** that this Assumption and Assignment Notice is being provided pursuant to the Bidding Procedures Order. Attached hereto as Schedule 1 is a list of the Assumed Contracts that the Debtor may assume and assign to the Successful Bidder along with (a) the name of each non-Debtor counterparty to such Assumed Contract (the “Assumed Contract Counterparty”); and (b) the proposed amount necessary, if any, to cure all monetary defaults, if any, under the such Assumed Contract (the “Cure Costs”). You are receiving this Notice because you are identified as an Assumed Contract Counterparty to one or more of the Assumed Contracts. If you agree with the Cure Costs and do not otherwise object to the assumption and assignment of your Assumed Contract listed on Schedule 1, you do not need to take any further action.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Motion.

**PLEASE TAKE FURTHER NOTICE** that any party seeking to object to the validity of the Cure Costs (a “Cure Objection”) provided by the Debtor on Schedule 1, or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Assumed Contracts in order to be assigned to the Successful Bidder must file an objection, which must: (a) be in writing; (b) state with specificity the basis for the objection as well as any Cure Costs that the objector asserts to be due, including each and every asserted default in the applicable contract or lease (in all cases with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Middle District of Tennessee; and (d) be filed and served on the following parties by no later than **4:00 p.m. (prevailing Central Time)** on June 15, 2020 after service of this Notice of Assumption and Assignment of Executory Contracts and Unexpired Leases (the “Contract Objection Deadline”): (i) counsel for the Debtor, Burr & Forman LLP, 222 Second Ave. South, Ste. 2000 Nashville, TN 37201 (Attn: David W. Houston, IV, [dhouston@burr.com](mailto:dhouston@burr.com)).

**PLEASE TAKE FURTHER NOTICE** that any non-Debtor counterparty to any Assumed Contract who does not file a Cure Objection by the Cure Objection Deadline shall be forever barred from objecting to the Cure Cost set forth on Schedule 1 or asserting or claiming any cure amount (other than the Cure Cost) against the Debtors or the Successful Bidder.

**PLEASE TAKE FURTHER NOTICE** that the deadline for filing an objection to the assumption and assignment of an Assumed Contract on the basis of a lack of adequate assurance of future performance (an “Adequate Assurance Objection”) shall be **June 15, 2020 at 4:00 p.m. (prevailing Central Time)** (the “Adequate Assurance Objection Deadline”). Adequate Assurance Objections, if any, shall be in writing, filed with the Court and served upon the Debtor’s counsel on or before the Adequate Assurance Objection Deadline.

**PLEASE TAKE FURTHER NOTICE** that any non-Debtor party to an Assumed Contract who does not file a timely Cure Objection or Adequate Assurance Objection shall be deemed to have consented to the potential assumption and assignment of its Assumed Contract to the Successful Bidder and will be forever barred from objecting to such assumption and assignment on account of the Cure Cost, lack of adequate assurance or any other grounds.

**PLEASE TAKE FURTHER NOTICE** that the hearing with respect to any Cure Objections and/or Adequate Assurance Objections may be held (i) at the Sale Hearing or (ii) on such other date as the Court may designate.

**PLEASE TAKE FURTHER NOTICE** that that this Notice of Assumption and Assignment of Executory Contracts and Unexpired Leases is subject to the full terms and conditions of the Sale Motion, Bidding Procedures Order and Bidding Procedures, which shall control in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety. Copies of the Sale Motion, the Bidding Procedures, the Bidding Procedures Order, and all other documents filed with the Court may be obtained from Debtor’s Counsel upon request, Burr & Forman LLP, 222 Second Ave. South, Ste. 2000 Nashville, TN 37201 (Attn: David W. Houston, IV, [dhouston@burr.com](mailto:dhouston@burr.com)).

Respectfully submitted,

/s/ David W. Houston, IV  
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## SCHEDULE 1

Assumed Contracts  
See attached.